

In re:
EJ Hawkins
Debtor

Case No. 14-11767-WB
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0973-2

User: admin
Form ID: pdf042

Page 1 of 1
Total Noticed: 1

Date Rcvd: Feb 27, 2014

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 01, 2014.

db +EJ Hawkins, 3223 W 83rd St, Inglewood, CA 90305-1327

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 01, 2014

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 27, 2014 at the address(es) listed below:

Brett F Bodie on behalf of Debtor EJ Hawkins brett@bodielaawfirm.com,
brett.bodie@blc-sd.com;ahren.tiller@blc-sd.com;ccosyleon@blc-sd.com;anika@blc-sd.com;msteiner@blc-sd.com;nicole@blc-sd.com
Nancy K Curry (TR) ecfnc@trusteel3.com
United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

TOTAL: 3

[illegible]

1. The Motion was: ☐ Opposed ☒ Unopposed ☐ Settled by stipulation
2. The Motion affects the following personal property (Property):
- ☐ Vehicle (*describe year, manufacturer, type and model*):
- Vehicle identification number:*
- Location of vehicle (if known):*
- ☐ Equipment (*describe manufacturer, type, and characteristics*):
- Serial numbers(s):*
- Location (if known):*
- ☐ Other personal property (*describe type, identifying information, and location*):

☒ Real property:

Street Address: 3223 West 83rd St.
Unit Number:
City, State, Zip Code: Inglewood, CA 90305

Legal description or document recording number (including county of recording):

2007-0010784 Los Angeles

☐ See attached page.

3. The Motion is granted on the grounds that:

- a. ☒ The present case was filed in good faith.
- b. ☐ The Property is of consequential value or benefit to the estate.
- c. ☒ The presumption of bad faith under 11 U.S.C. § 362(c)(3)(C)(i) or (c)(4)(D)(i) has been overcome as to all creditors.
- d. ☐ The presumption of bad faith as to the Secured Creditor/Lessor under 11 U.S.C. § 362(c)(3)(C)(ii) or (c)(4)(D)(ii) has been overcome.

4. The stay of 11 U.S.C. § 362(a) is

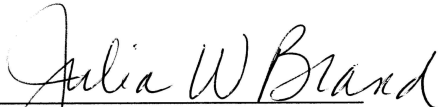
- a. ☒ Imposed as to all creditors until further order of the court.
- b. ☐ Imposed as to the Secured Creditor/Lessor with respect to actions to collect the debt owed to the Secured Creditor/Lessor until further order of the court.
- c. ☐ Imposed as to the Secured Creditor/Lessor with respect to the Property until further order of the court.
- d. ☐ Continued as to all creditors until further order of the court.
- e. ☐ Continued in effect as to the Secured Creditor/Lessor with respect to actions to collect the debt owed to the Secured Creditor/Lessor until further order of the court.
- f. ☐ Continued in effect as to the Secured Creditor/Lessor with respect to the Property until further order of the court.

5. ☐ The stay shall be imposed or continued in effect subject to the terms and conditions set forth in the Adequate Protection Attachment to this order.

6. ☐ See attached continuation page for additional provisions.

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Date: February 27, 2014


Julia W. Brand
United States Bankruptcy Judge

ADEQUATE PROTECTION ATTACHMENT

The stay shall remain in effect subject to the following terms and conditions:

1. ☐ The Movant tendered payments at the hearing in the amount of \$_____.
2. ☐ The Movant shall make regular monthly payments in the amount of \$_____ commencing _____ All payments due Secured Creditor/Lessor hereunder shall be paid to the following address:

3. ☐ The Movant shall cure the postpetition default computed through _____ in the sum of \$_____ as follows:
 - a. ☐ In equal monthly installments of \$_____ each commencing _____ and continuing thereafter through and including _____,
 - b. ☐ By paying the sum of \$_____ on or before _____,
 - c. ☐ By paying the sum of \$_____ on or before _____,
 - d. ☐ By paying the sum of \$_____ on or before _____,
 - e. ☐ Other: _____
4. ☐ The Movant shall maintain insurance coverage on the property and shall remain current on all taxes that fall due postpetition with regard to the property.
5. ☐ Upon any default in the foregoing terms and conditions, Secured Creditor/Lessor shall serve written notice of default to Movant, and any attorney for Movant. If Movant fails to cure the default within 14 days after mailing of such written notice:
 - a. ☐ The stay shall automatically terminate without further notice, hearing or order.
 - b. ☐ Secured Creditor/Lessor may file and serve a declaration under penalty of perjury specifying the default, together with a proposed order terminating the stay, which the court may grant without further notice or hearing.
 - c. ☐ The Secured Creditor/Lessor may move for relief from the stay upon shortened notice in accordance with the LBRs.
 - d. ☐ The Secured Creditor/Lessor may move for relief from the stay on regular notice.
6. ☐ Notwithstanding anything contained herein to the contrary, the Movant shall be entitled to a maximum of (number) _____ notices of default and opportunities to cure pursuant to the preceding paragraph. Once a Movant has defaulted this number of times on the obligations imposed by this Order and has been served with this number of notices of default, Secured Creditor/Lessor shall be relieved of any obligation to serve additional notices of default and provide additional opportunities to cure. If an event of default occurs thereafter, Secured Creditor/Lessor shall be entitled, without first serving a notice of default and providing the Movant with an opportunity to cure, to file and serve a declaration under penalty of perjury setting forth in detail the Movant's failures to perform hereunder, together with a proposed order terminating the stay, which the court may enter without further notice or hearing.

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

7. ☐ The foregoing terms and conditions shall be binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated with respect to the Property by court order or by operation of law, the foregoing terms and conditions shall cease to be binding and Secured Creditor/Lessor may proceed to enforce its remedies under applicable non-bankruptcy law against the Property and/or against the Debtor.
8. ☐ If Secured Creditor/Lessor obtains relief from stay based on Debtor's defaults hereunder, the order granting that relief shall contain a waiver of the 14-day stay created by FRBP 4001(a)(3).
9. ☐ Secured Creditor/Lessor may accept any and all payments made pursuant to this order without prejudice to or waiver of any rights or remedies to which it would otherwise have been entitled under applicable non-bankruptcy law.
10. ☐ Other (*specify*):